

LEASE NO. C93-160493

LEASE AGREEMENT  
BETWEEN  
GARRETT BUSINESS PARK  
AND  
EG&G IDAHO, INC.  
FOR  
POCATELLO INEL BUS PARKING FACILITY  
IN  
POCATELLO, IDAHO

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THIS LEASE, entered into the 21st day of June, 1993 by and between Garrett Business Park whose business address is 2055 Garrett Way, Pocatello, ID 83201 (hereinafter called the "Landlord"), and EG&G IDAHO, INC. (hereinafter called the "Tenant"), an Idaho corporation with operating offices in Idaho Falls, Idaho, acting under its Contract No. DE-AC07-76ID01570 with the United States of America, represented by the United States Department of Energy (called "DOE" or the "Government");

W I T N E S S E T H     T H A T

The parties hereto, for the considerations hereinafter set forth, covenant and agree as follows:

ARTICLE 1 - BASIC LEASE PROVISIONS

The following is a summary of certain lease provisions which are a part of, and in certain instances, are referred to in more detail in subsequent articles of this lease. The content of this article shall not prevail against the content of articles to follow:

- a. LANDLORD: Garrett Business Park
- b. TENANT: EG&G Idaho, Inc.
- c. SIZE OF PREMISES:  
The size of the premise will be large enough to accommodate the requirements outlined in Attachment No. 1, EG&G Idaho Requirements for Pocatello Bus Lot.
- d. TERM: One year term (June 21, 1993 - June 30, 1994) with five one-year options.
- e. RENT: \$18,000.00 per annum, from June 21, 1993 through June 30, 1994.  
\$1,500.00/month in arrears

Five-one year option terms:

\$18,000.00 per annum, \$1,500.00/month in arrears with consideration given to an escalation factor in accordance with paragraph f, below.

- f. RENT ESCALATION: On the first anniversary of the lease commencement date, and on each subsequent anniversary thereof, the base rent shall be subject to an escalation based on the Consumer Price Index (CPI). The base year for the CPI shall be 1993 and escalation considerations shall be based on increases beyond the base year. The escalation shall not exceed five percent per annum. The base rent is defined as the rental payment for the first term as outlined under paragraph e, RENT.

Payment for escalation will be made by a lump sum adjustment when the CPI is published for the option year that is exercised.

- g. SERVICES:

	<u>Landlord</u>	<u>Tenant</u>
Roof Maintenance	X	
Facility Insurance	X	
HVAC	X	
Real Estate Taxes	X	
Building Maintenance	X	
Parking Lot Maintenance	X	
Janitorial Service		X
Utilities		X
Snow Removal		X

- h. LANDLORD PROPERTY MANAGER: Richard D. Kirkham PHONE: 208 233-7625

- i. LEASE COMMENCEMENT: June 21, 1993

## ARTICLE 2 - DESCRIPTION OF PREMISES

The premises which are the subject of this Lease consist of: Approximately 1.5 to 1.75 acres of parking space to accommodate 20 INEL buses, 30 private cars, drivers facility, storage facility and a service area. The lot is located at 2055 Garrett Way, Pocatello, Idaho 83201 and defined by Attachment No. 2.

ARTICLE 3 - TITLE

The Landlord warrants it has title to the property covered by this Lease, or sufficient interest and rights in the property to guarantee the Lease agreement with no interference to the Tenant's rights of possession under the Lease. Should the Tenant suffer any damages or expenses as the result of any defect in the Landlord's title or rights and interests in the property, the Landlord shall reimburse the Tenant for all such damages or expenses.

ARTICLE 4 - APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and establishment of the premises at its own expense, to obtain all necessary permits and related items. The Tenant agrees to comply with all codes and ordinances applicable to its tenancy and use of the said premises.

ARTICLE 5 - TERM OF LEASE AND EXTENSION

TO HAVE AND TO HOLD the above premises with their appurtenances for the term of one year beginning June 21, 1993 and ending at midnight June 30, 1994 provided that this Lease may, at the option of the Tenant or the Government, be renewed for a period not to exceed five renewal terms of one year each at the rental rate specified in the following Article 6 and under the terms and conditions specified herein, provided notice be given in writing to the Landlord at least thirty (30) days before this Lease or any renewal thereof would otherwise expire, that the option is exercised. Payment by Tenant and acceptance of payment by Landlord of the first months rent for the option renewal term shall constitute exercise of the renewal option irrespective of timely submittal by Tenant of notice to renew.

ARTICLE 6 - RENTAL PAYMENTS

- A. The Tenant will pay the Landlord rent at the annual rate of \$18,000.00 dollars, which computes to the rate of \$1,500.00 per calendar month, commencing with the effective date of this Lease.
- B. For each of the five-one year options, the Tenant will pay the Landlord at the annual rate of \$18,000.00 dollars, which computes to the rate of \$1,500.00 per calendar month.
- C. On the first anniversary of the lease commencement date, and on each subsequent anniversary thereof, the base rent will be subject to an increase based on an escalation factor derived from the Consumer Price Index (CPI). The escalation factor derived from the CPI shall not exceed 5 percent per annum.

- D. All rental payments under this Lease will be made by the Tenant on a calendar month basis, in arrears, beginning at the end of the first calendar month of the Lease term, without submission of invoices or vouchers.
- E. If the effective date of this Lease is not on the first day of a month, the rental payment for the first month of occupancy by the Tenant shall be determined on a pro rata basis predicated on a 30-day month.

#### ARTICLE 7 - AVAILABILITY OF FUNDS

The Tenant's obligation hereunder is contingent upon the availability of appropriated funds from the United States Congress from which payment for the Lease purposes can be made. No legal liability on the part of the Tenant or the Government for payment of any money shall arise unless and until the funds are made available to the Tenant from year-to-year for this lease.

#### ARTICLE 8 - CANCELLATION

The Tenant shall have the right to cancel the lease at any time during the firm term of the contract or during the option term(s), upon 60 days written notice, and without penalty of any kind.

#### ARTICLE 9 - TAXES, UTILITIES AND BUILDING SERVICES

- A. The Landlord shall pay all real estate taxes which may be assessed against the premises leased hereunder during the term of the lease.
- B. The Tenant will pay when due all utilities as required by the Tenant's use and occupancy of said premises.
- C. Snow removal shall be provided by the Tenant.
- D. Routine and preventative maintenance of mechanical systems and interior/exterior fixtures and surfaces shall be provided by Landlord to include replacement of fluorescent tubes and ballast, electrical fuses, air filters, painting, and refurbishing as needed.

#### ARTICLE 10 - MAINTENANCE OF PREMISES

The Landlord warrants the mechanical equipment and the utilities to be in good serviceable and proper operating condition. The Landlord shall maintain the demised premises, including the parking lot, and any and all equipment, fixtures, and appurtenances (including all plumbing, heating, cooling systems, and all electrical and mechanical devices and fixtures).

ARTICLE 11 - FAILURE IN PERFORMANCE

In the event of failure by the Landlord to provide any obligation, service, utility, maintenance, or repairs required of it under this Lease within a reasonable time after written notice to the Landlord, the Tenant shall have the right to secure said obligations, services, utilities, maintenance, or repairs and shall deduct the cost thereof from rental payments.

ARTICLE 12 - HAZARDOUS SUBSTANCES

Landlord will indemnify and hold harmless Tenant, DOE and the federal government from all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the lease term for or in connection with the presence of hazardous substances in or on the premises from the action or inaction of Landlord or its agents, officers, or employees. This indemnification includes, but is not limited to, any costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by federal, state, or local agency or political subdivision. This indemnification specifically includes all costs due to hazardous substances that flow, diffuse, migrate or percolate into, onto, or under the premises after the lease term commences. Hazardous substances, as used in this article, include those substances within the definition for hazardous substance under CERCLA at 40 C.F.R. 300.5. The Landlord shall remove or otherwise dispose of such hazardous substances in accordance with all federal, state and local laws, regulations and ordinances.

If Landlord violates any of the provisions of this article, Tenant, at its sole option, may elect any of the following remedies and such remedies are not mutually exclusive. Tenant may require removal of any hazardous substance and restoration of the leased premises solely at Landlord's expense. Tenant may elect to vacate the premises and any contrary provision in this lease notwithstanding, no further rents are due after the date Tenant vacates the premises. Tenant may also elect to remain in the leased premises and withhold payment of rent until all hazardous substances have been removed and the leased premises have been fully restored to their condition prior to removal, all at Landlord's expense. Tenant is also entitled to a reduction in rent in proportion to any portion of the leased premises that are made untenable for occupancy as a result of the presence of hazardous substances, during their removal, or during restoration of the premises.

ARTICLE 13 - INSURANCE

It is agreed that the Landlord and Tenant shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests and that neither party shall be obliged to obtain insurance as regards the other party's real or personal



property; Provided, however, that this provision shall not be construed as a waiver of any rights of subrogation or entitlements in law by either party.

ARTICLE 14 - ALTERATIONS

- A. The Tenant shall have the right, during the term of this Lease, to make alterations or modifications, or to attach fixtures and erect signs in or upon the premises hereby leased, which fixtures, alterations and/or signs so placed in or upon or attached to the said premises shall be and remain the property of the Tenant or the Government as the case may be, and may be removed therefrom by the Tenant prior to the expiration of this Lease. At the option of the Tenant, such improvements may be left upon the premises upon termination or expiration of the term or extended term of this Lease; in which case, such improvements shall become the property of the Landlord. In the event the improvements are removed by the Tenant, the Tenant agrees to restore the premises to the condition in which they were prior to the installation, reasonable wear and tear accepted. Plans for structural change shall be submitted to the Landlord for approval, which approval shall not be unreasonably withheld.
- B. Title to property of the United States Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.
- C. Should major capital alterations or modifications be desired by mutual agreement, these may be installed by the Landlord and a new rental rate shall be negotiated to cover the cost of installation.

ARTICLE 15 - DESTRUCTION OF PREMISES

- A. In the event of a partial destruction of the said premises during the said term, or any extension thereof, from any cause, the Landlord shall forthwith repair the same, provided such repairs can be made within sixty (60) days from the date of said partial destruction; but such partial destruction shall in no way annul or void this Lease, except that the Tenant shall be entitled to a proportionate reduction of rent from the date of such partial destruction and continuing until such repairs are made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Tenant in the said premises.

- B. In the event of partial destruction to such extent that the Landlord cannot, with normal effort, complete the necessary repairs to restore the premises within sixty (60) days as hereinabove provided, the Landlord shall, within fifteen (15) days after such partial destruction of the said premises, advise the Tenant of its inability to complete the necessary repairs and restoration within sixty (60) days. In such event, the parties shall agree as to a reasonable time in which the repairs will be completed. Should the parties fail to agree as to an acceptable time to complete such repairs, the failure to agree shall constitute a "dispute" within the "Disputes" article of this Lease. If EG&G Idaho, Inc., DOE or one of its other prime contractors is then the Tenant, or alternatively at the option of either party, the Lease may be terminated if agreement is not reached within thirty (30) days.
- C. A total destruction of the building in which said premises may be situated shall terminate this Lease.

#### ARTICLE 16 - ASSIGNMENT AND/OR SUBLEASING

The Tenant shall have the right, at any time, to assign or sublet the premises hereby leased or any part thereof to the Government or the Government's designee without the consent of the Landlord, and upon such assignment, DOE will guarantee payments hereunder. Should such assignment or subletting be for only a part of the premises, then the rental will be proportionately divided between the Tenant and any successor; provided that, responsibility for payment of the rent shall not be divided between more than two (2) parties. Any assignment or subleasing hereunder will be conditioned upon the use of any part of the leased premises being compatible with the function and purposes of the total facility.

#### ARTICLE 17 - CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties hereto. Upon termination of occupancy by the Tenant, a terminal survey of the then present condition of the leased premises shall be made by the parties, unless restoration has been waived by the Landlord.

#### ARTICLE 18 - ADMINISTRATION

- A. The Landlord agrees, unless the Tenant is otherwise notified in writing, that Richard D. Kirkham and/or his duly authorized representative will have overall responsibility and authority under the Lease, and unless a change in assignment is made by the

Landlord, he and/or his duly authorized representative will be available at all reasonable times in connection herewith.

- B. It is agreed that, unless the Landlord is otherwise notified in writing, Tenant's responsibilities under this Lease shall be administered by the Manager, Operations Subcontracts of EG&G Idaho, Inc. and/or his duly authorized representative, who is Mike Bolender, Subcontract Administrator.

#### ARTICLE 19 - NOTICES

Any notice or order given under the terms of this Lease shall be considered as having been given:

- A. To the Tenant, if delivered personally to the designated representative of the Manager, Operations Subcontracts, or if mailed by U. S. Mail, certified letter return receipt requested, addressed to EG&G Idaho, Inc., Manager, Operations Subcontracts, P. O. Box 1625, Idaho Falls, Idaho 83415-2082.
- B. To the Landlord, if delivered personally to its duly authorized representative at 48 Drake, Pocatello, ID 83201 or if mailed by U. S. Mail, addressed to 48 Drake, Pocatello, ID 83201.

#### ARTICLE 20 - COVENANT AGAINST CONTINGENT FEES

The Landlord warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Landlord for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this article.)

#### ARTICLE 21 - OFFICIAL NOT TO BENEFIT

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

ARTICLE 24 - FACILITIES NONDISCRIMINATION

- A. As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest rooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.
- B. The Landlord agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Landlord solely to tenants, their employees, customers, patients, clients, guests, and invitees.
- C. It is agreed that the Landlord's noncompliance with the provisions of this section shall constitute a material breach of this Lease. In the event of such noncompliance, the Tenant may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Landlord shall be liable for all excess costs of the Tenant in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Landlord's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.
- D. It is further agreed that from and after the date hereof, the Landlord will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Landlord operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Landlord to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Landlord has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Landlord also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

ARTICLE 25 - EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

- A. The Landlord agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-10, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Landlord involving transactions related to this Lease.
- B. The Landlord further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this article excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts of purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in A. and B., above, for records which relate to (1) appeals under the "Disputes" article of this Lease, and (2) litigation or the settlement of claims arising out of the performance of this Lease, or (3) costs and expenses of this Lease as to which exception has been taken by the Controller General or any of his duly authorized representatives, shall continue until such appeals litigation, claims or exceptions have been disposed of.
- D. Nothing in this Lease shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Lease.

ARTICLE 26 - LANDLORD'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Landlord, and the Landlord's heirs, executors, administrators, successors, and assigns.

ARTICLE 27 - DISPUTES

- A. The parties agree that the appropriate forum for resolution of any dispute of claim pertaining to this Lease shall be a court of competent jurisdiction as follows:
  - 1. Subject to paragraph (a) (2) of this clause, any such litigation shall be brought and prosecuted exclusively in Federal District Court; with venue in the United States District Court for the District of Idaho in Pocatello, Idaho.
  - 2. Provided, however, that in the event that the requirements for jurisdiction in any Federal District Court are not present, such litigation shall be brought in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, with venue in the District Court of the Seventh Judicial District for the District of Idaho in Idaho Falls, ID.
- B. Any substantive issue of law in such dispute, claim, or litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. Nothing in this clause shall grant to the Landlord by implication any statutory rights or remedies not expressly set forth in this Lease.
- C. There shall be no interruption of this Lease during the pendency of any dispute that may arise between the parties hereto or between the Landlord and its subcontractors in support of this Lease.
- D. The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-610) shall not apply to this Lease provided, however, that nothing in this clause shall prohibit Tenant, in its sole discretion, from sponsoring a claim of the Landlord for resolution under the provisions of its prime contract with DOE. In the event that Tenant so sponsors a claim at the request of the Landlord, the Landlord shall be bound by the decision of the cognizant DOE contracting officer to the same extent and in the same manner as the Tenant.

ARTICLE 28 - FORCE MAJEURE

If either Landlord or Tenant is delayed, hindered or prevented from performing any act required under this Lease because of acts of God, failure of utility power, riots, civil commotion, insurrection, war, or other reasons not the fault of the party delayed, hindered or prevented, and is beyond

their control (financial inability excepted), performance of the action in question is excused for the period of delay and the period for performance of such act is extended for a period equivalent to the period of the delay.

ARTICLE 29 - OCCURRENCE NOTIFICATION AND REPORTING BY LANDLORD

Landlord's personnel will immediately (not to exceed one hour) notify Tenant's representative of event or condition which comes to their attention. An event or condition is defined as follows:

Event. A real-time occurrence (e.g., pipe break, valve failure, loss of power, etc.)

Condition. Any as-found state, whether or not resulting from an event, which may have adverse safety, health, quality assurance, security, operational or environmental implications. A condition is more programmatic in nature, for example, an error in analysis or calculation; an anomaly associated with design or performance; or, an item indicating a weakness in the management process.

If there is confusion as to whether an event or condition should be reported, Landlord will report in accordance with these requirements. Tenant's Representative for Occurrence Notification and Reporting is the Idaho Falls Facilities.

ARTICLE 30 - AMERICANS WITH DISABILITIES ACT

Subcontractor certifies that it is in full compliance with the Americans with Disabilities Act, Public Law 101-336 and all implementing or applicable state and federal regulations (collectively referred to as the "ADA."). The Subcontractor shall immediately notify the Contractor of any noncompliance that arises. Noncompliances shall be resolved immediately by the subcontractor and at the subcontractors's sole expense. If the noncompliance is not resolved immediately or within a period of time that the Contractor, in its sole discretion deems reasonable, the Contractor may terminate this subcontract by written notice to the Subcontractor and with no further obligation by either party (except as provided below under indemnification). Subcontractor will indemnify and hold harmless Contractor and its officers, agents, and employees from all damages or costs that Contractor incurs of whatever type (including, but not limited to, attorneys' fees, court costs, fines, penalties, and all other legal expenses or liabilities) arising from Subcontractor's noncompliance with the ADA.

ARTICLE 31 - ARTICLES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses, Department of Energy Acquisition Regulation (DEAR) clauses, and Federal Acts are incorporated herein by reference.

1. Clean Air and Water, FAR 52.223-2 (\$100,000)
2. Affirmative Action for Handicapped Workers, FAR 52.222-36
3. Affirmative Action for Special Disabled and Vietnam Era Veterans  
FAR 52.222-35 (\$10,000)
4. Utilization of Small Business concerns and Small Business Concerns  
Owned and Controlled by Socially and Economically Disadvantaged  
Individuals, FAR 52.219-8
5. Utilization of Women-Owned Small Businesses, FAR 52.219-13
6. Limitation on Payments to Influence Certain Federal Transactions  
(Jan. 1990) - FAR 52.203-12 (\$100,000).
7. Architectural Barriers Act
8. Randolph-Sheppard Act

LANDLORD

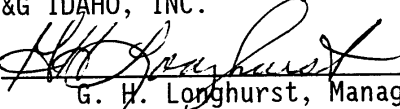
By 

Title: Secretary for  
DRS Auto Supply DBA GARRETT BUSINESS

Date: 2 MARCH 94

TENANT

EG&G IDAHO, INC.

By   
G. H. Longhurst, Manager

Title: Facility & Engineering  
Acquisitions

Date: JUNE 30, 1993



EG&G IDAHO REQUIREMENTS FOR POCA TELLO BUS LOT

The Lessor shall provide a bus parking lot with the following minimum requirements:

A. Lot Size:

1. The minimum lot size is dependent upon the lot configuration and style of parking, i.e. 45° angle, pull-through parking versus 45° angle, back-in parking. The estimated minimum size would be between 1.5 and 1.75 acres.

Please refer to Attachments 8 and Attachment 9 for the drawings of the minimum widths for parking under each configuration.

Proposals and drawings are required for both parking configurations, and either configuration is acceptable.

B. Configuration Requirements

1. Minimum Requirements for Bus Parking with pull-through 45° angle parking
  - a) 20 bus parking stalls are required.
  - b) Bus stalls shall be 45 feet long, 10 feet wide with a 4-feet walk-way between each bus stall.
  - c) Turn radius in the front and rear of each stall shall be 50 feet. (See drawing, "45° angle, pull-through parking.")
2. Minimum Requirements for Bus Parking with back-in 45° angle parking
  - a) 20 bus parking stalls are required.
  - b) Bus stalls shall be 45 feet long, 10 feet wide with a 4-feet walk-way between each bus stall.
  - c) Turn radius in the front of bus stalls shall be a minimum of 50 feet. (See drawing, "45° angle, back-in parking.")

C. Parking Areas

1. The area for bus and car parking shall be a black-topped surface.
  - a) The asphalt and soil/gravel surface under it shall be of proper compaction and depth in order to withstand heavy bus and vehicle traffic.
  - b) Drainage must be adequate to keep water from ponding on property. One percent for each 100 feet.
  - c) Parking stalls and walkways between buses shall be striped in yellow, with paint that is formulated for that purpose.

D. Parking for Light Vehicles (cars and pickups)

1. Parking spaces shall be provided for a minimum of 30 private vehicles.
  - a) Three of the light vehicles (cars and pickups) spaces shall be for government vehicles, with capabilities to plug into a headbolt line with 110 volt service. Each stall shall have a six-foot extension wired into the headbolt line for plugging in of the vehicles. All electrical wiring must meet applicable NEC and local codes.
  - b) All light vehicle parking stalls shall be a minimum of 9 feet wide, 20 feet long with yellow striping paint.
  - c) Handicap stall: One (1) of the light vehicle stalls shall meet State handicap parking requirements.

E. Service Area

The lessor shall provide a pull-through, light duty servicing area for washing windshields, installing antifreeze and oil. This area shall also have accessible outside running water with adequate drainage (one percent for each 100 feet) to prevent ponding of water on the property. The location is dependent upon lot configuration and should be located in an area not in close proximity to the driver's facility in close proximity to the driver's facility. 20 feet separation distance would be acceptable.

F. Storage Facility

The lessor shall provide a 10 ft. x 10 ft. pre-constructed storage facility (metal or wood) acceptable with a minimum door opening of 4 feet, with the capability to be secured by a padlock or key. The building shall be secured in such a manner as to assure it not being moved by winds.

G. Security and Safety Lighting (outside lights)

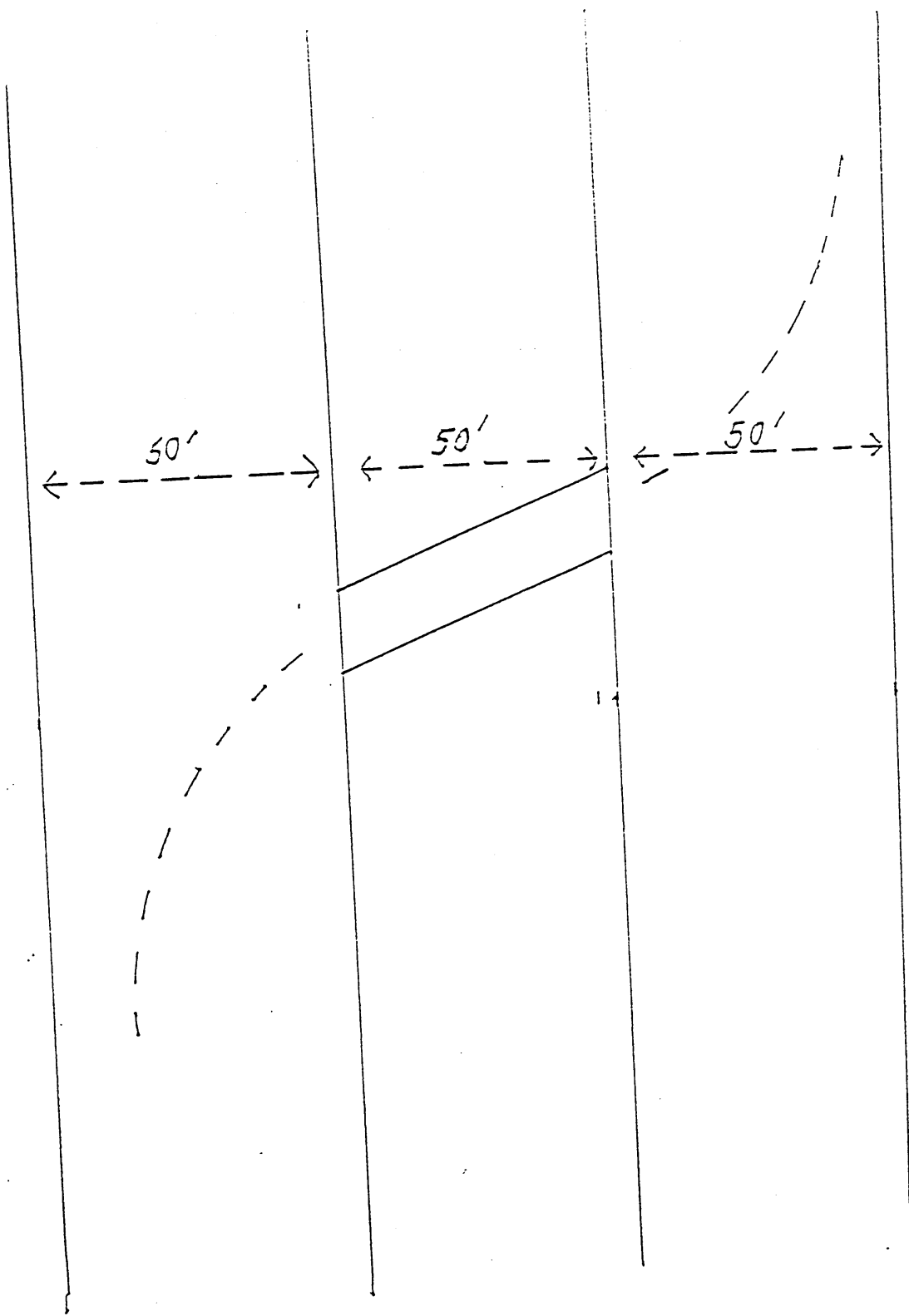
1. The lessor shall provide safety and security lighting.
  - a) Non-directional sodium vapor lights.
  - b) Lighting shall be a minimum of two feet candle power with a uniformity of 3 to 1 ratio throughout the lot as prescribed in the IES handbook.

H. Drivers Facilities

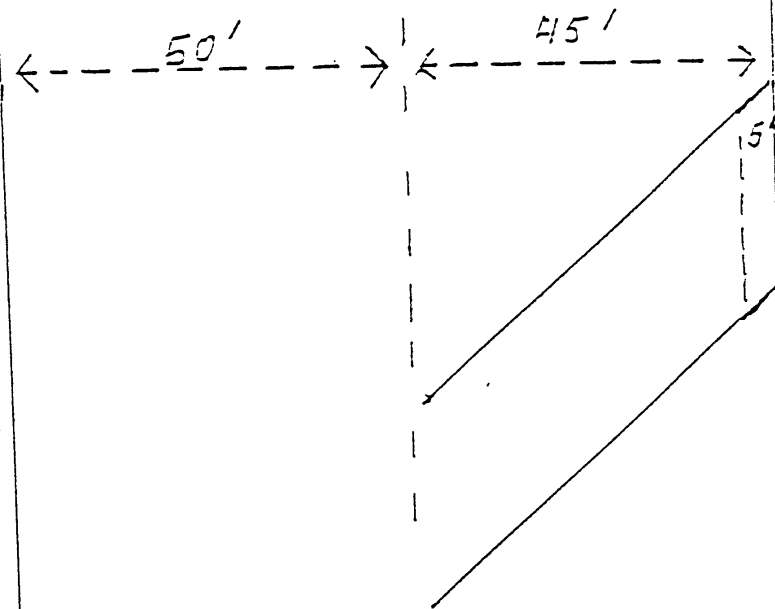
1. It will be the lessor's responsibility to provide a house or mobile home with the following minimum requirements:
  - a) 1,000 square feet of space. (with two (2) exits)
  - b) 2 bedrooms
  - c) 2 bathrooms (with shower and lavatory facilities)
  - d) Kitchen facilities, cupboards, and sink (stove not required)
  - e) A new (minimum 17 cubic foot) refrigerator
  - f) Storage room for supplies
  - G) Heat and air conditioning to meet existing building code requirements.
  - h) Maintenance and repairs to the lot and facilities that are due to normal wear, or are as a result of change to city, county, state or federal regulations are the responsibility of the lessor.

I. OTHER REQUIREMENTS

1. If the lot is not located in a manner to inhibit access by private vehicles as a thorough fare, the lessor will provide adequate fencing to prohibit this kind of activity.
2. The bus lot shall have a separate entrance and exit areas for buses. These areas shall be a minimum of 24 feet wide.
3. The direct access of this lot must be to a well maintained city or county street able to accommodate heavy vehicle traffic.
4. The lessor shall be held responsible for any and all government regulations or required permits to comply with all city, county, state and federal codes, laws and regulations.

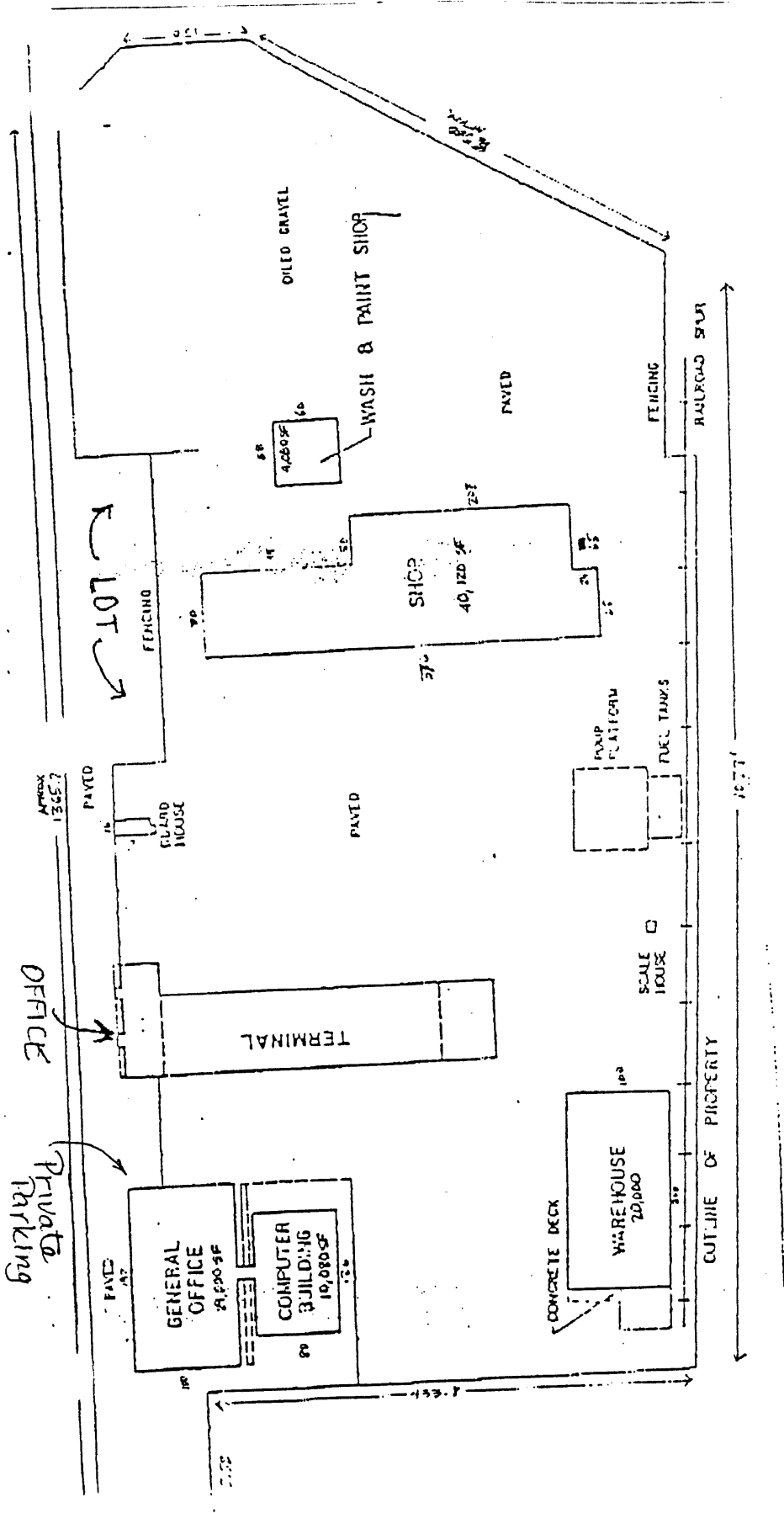


45 degree pull-through parking.



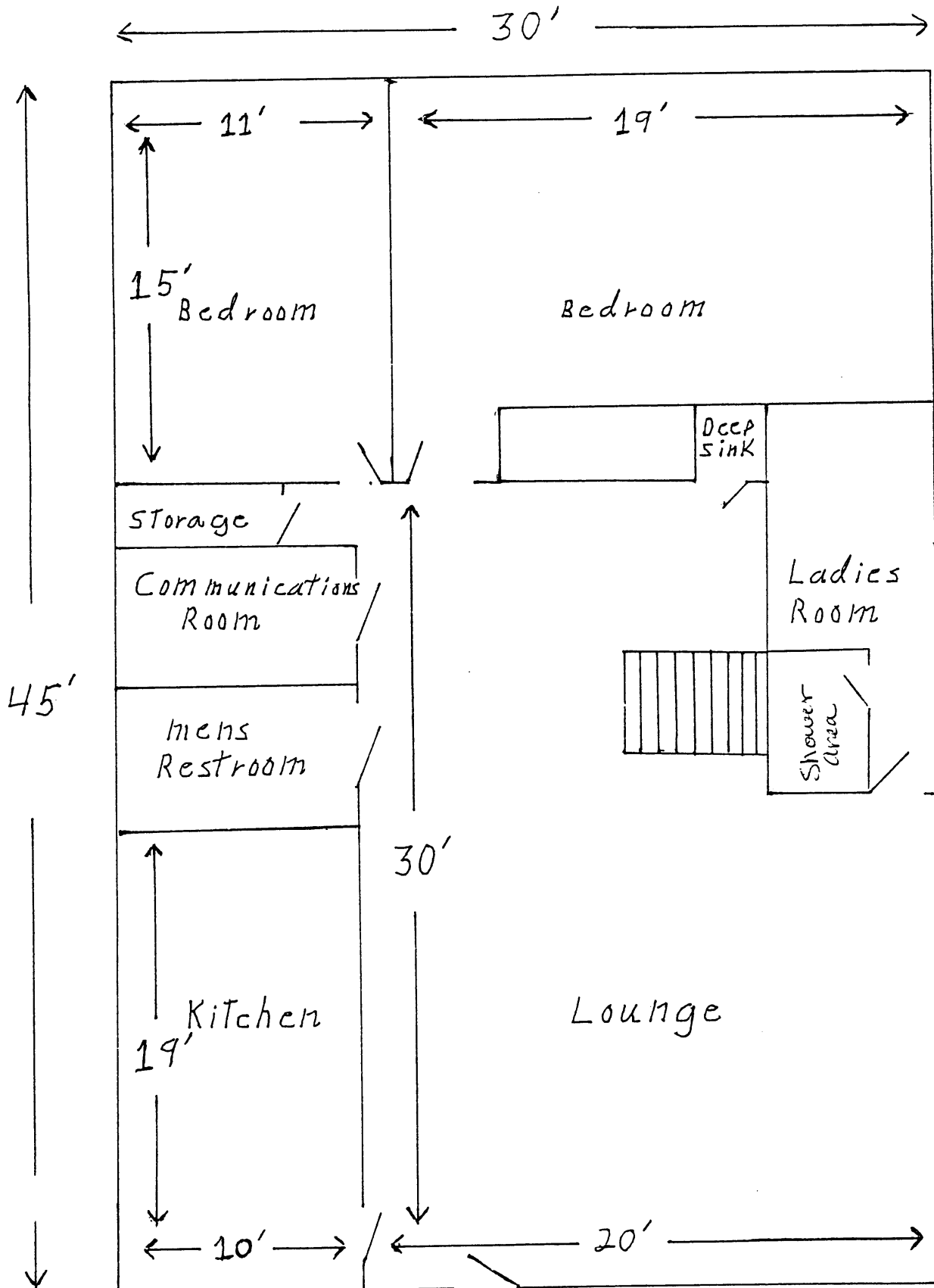
45 degree angle back-in style parking.

The Garrett Business Park will be utilized by INEL for its bus parking facility (see Exhibit No. 1). This lot is fenced on three sides, has ingress from a well maintained, but little used frontage road on Garrett Way, and has egress from the parking lot directly to a stop light on Garrett Way. The lot and adjacent street have storm drains and could accommodate 20 plus parking stalls and 30 private cars on a back-in 45-degree angle basis. The fence has truck engine plug-ins running almost its entire distance. The lot measures 330 feet by 111 feet and has black top. Addition of additional black top could be expanded. All city services, including power, are presently available at the site. A new preconstructed mobile home will be provided by the Landlord which complies with the specification.



# POCATELLO BUS LOT

Attachment 2  
Living Quarters  
Page 3 of 5





# POCATELLO BUS LOT

Attachment 2  
Private Parking and  
Bus lot location  
Page 4 of 5

